

KENTUCKY ARMY NATIONAL GUARD

LABOR – MANAGEMENT AGREEMENT



Longrifle Chapter

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FRANKFORT, KY

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ARTICLE 1 – PARTIES

SECTION 1. PARTIES DEFINED:

- a. This agreement is entered into under the provisions of Public Law 95-454, Title VII, by and between the Adjutant General, Commonwealth of Kentucky, hereinafter referred to as the “Employer”, and the Longrifle Chapter, Association of Civilian Technicians, Inc. (ACT), hereinafter referred to as the Labor Organization.
- b. Wherever language in this agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed as stated in Section 7106, Chapter 7 of Title 5 USC.

SECTION 2. SCOPE: This agreement, together with any amendments, constitutes the entire agreement between the parties hereto and is referred to herein as the “agreement.”

ARTICLE 2 – SCOPE AND COVERAGE

SECTION 1. EXCLUSION RECOGNITION: The Employer acknowledges that the Labor Organization is the exclusive representative of employees in the unit of recognition. The Labor Organization accepts the responsibility and agrees to represent in good faith the interests of all employees in the unit without discrimination because of race, color, sex, religion, national origin, or age.

SECTION 2. UNIT OF RECOGNITION:

- a. Included in the Unit are: All wage grade and general schedule employees employed by the Kentucky Army National Guard statewide.
- b. Excluded from the Unit are: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(1), (2), (3), (4), (5), (6), and (7).

ARTICLE 3 – PURPOSE

SECTION 1. SCOPE: The Employer and Labor Organization affirm that the purpose to which the Employer is dedicated can be advanced by the understanding and cooperation achieved through Total Quality Management (TQM) and collective bargaining in those areas which bargaining is appropriate. This agreement defines certain roles and responsibilities of the parties hereto; states policies, procedures, and methods that govern working relationships between the parties; and identifies subject matter of proper mutual concern to the parties. The parties have entered into this agreement primarily for the following reasons:

- a. To provide for employee participation in the formulation and implementation of personnel policies, practices, and procedures affecting their conditions of employment;
- b. To facilitate the adjustment of grievances, disputes, impasses and appeals;
- c. To provide a basis for systematic labor-management relations; and
- d. To promote a high degree of efficiency and responsibility in the accomplishment of the mission of the Kentucky Army National Guard.

ARTICLE 4 – ADMINISTRATION

SECTION 1. GOVERNING MANDATES: In the administration of all matters covered by this agreement, the Employer and employee are governed by existing or future laws and the regulations of appropriate authorities including policies set forth by published agency policies and regulations in existence at the time this agreement was approved and by subsequently published agency policies and regulations required by law and PL 95-454, TITLE VII, as amended. Upon approval, this agreement takes precedence over any conflicting provisions in agency regulations which predate this agreement and does not violate the law.

SECTION 2. MATTERS APPROPRIATE FOR NEGOTIATIONS:

- a. Matters appropriate for negotiations and/or consultation between the parties shall include, but are not limited to changes to personnel policies and practices as they apply to working conditions.
- b. When the Employer desires and/or is required to make a change in existing personnel policies, practices, or matters affecting conditions of employment, the Employer is obligated to consult and negotiate. The Labor Organization will be notified of the required/desired change either verbally or in writing to the assigned labor official. If the notification was verbal it will be followed up in writing if requested by the Labor Organization. The Labor Organization will have five (5) work days to submit to the Employer a written request to negotiate the matter. Its failure to submit such a written request within the time limits prescribed will be considered by all concerned, that the change proposed by the Employer has been agreed to in its entirety. However, if the Labor Organization requests negotiations, the parties will meet at a mutually agreed time and place to negotiate proposed changes.
- c. The Employer and Labor Organization agree to render decisions on issues not resolved during all negotiation meetings as referenced in Section 2b, this article, within five (5) working days unless it is mutually agreed otherwise.

- d. It is understood that if the desired/required change pertains to a matter which the Employer is prohibited from negotiating and/or is not at the election of the agency per section 7106, title 5, USC Chapter 71, the resultant negotiations with Labor Organization will observe in implementing the change and the impact such change will have on affected bargaining unit employees.
- e. Should a dispute between the parties occur over the negotiability of a matter, the parties will first attempt to present/rewrite the issue so that it does not violate USC Chapter 71, Title 5. If this is not a possible request for a determination will be made to a higher authority in accordance with Title VII of the CSRA of 1978 (PL 95-454).

SECTION 3. WAIVER OR BREACH: The waiver or breach of any condition of this agreement by the Employer or Labor Organization shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE 5 – EMPLOYEE RIGHTS AND OBLIGATIONS

SECTION 1. LABOR ORGANIZATION MEMBERSHIP:

- a. An employee has the right, freely and without fear of penalty of reprisal to Form, join, and assist a Labor Organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right.
- b. Nothing in this agreement shall require an employee to become, or to remain, a member of a Labor Organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. This does not preclude members from paying dues by cash payment or by other means.

SECTION 2. INFORMAL DISCUSSIONS: An employee has the right, regardless of Labor Organization membership, to individually bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or established policies. The employee has a right to engage in informal discussions with supervisory officials without the presence of Labor Organization representatives.

SECTION 3. EMPLOYEE RESPONSIBILITIES: Employees are bound by applicable laws, rules, and regulations as Federal employees. Employees are expected to maintain the highest standards of performance; take care while performing assigned tasks so as to prevent mishaps and to accomplish the job in a workmanlike manner.

SECTION 4. NOTIFICATION OF WORK ABSENCE: Employees are responsible for personally notifying their supervisor when they will not be at work at the start of their daily tour of duty. The employees notice must be given as soon as possible, but not later than thirty (30) minutes after the start of the tour of duty, unless prevented by emergency or unusual circumstances

SECTION 5. LIGHT DUTY: The Employer agrees that when an employee is recommended for light duty by a physician, in accordance with 5 USC Chapter 81, and 5 CFR 353, the employee may be assigned to light duty in accordance with the physicians recommendation. Light duty recommendations may be granted when work is available within the employee's capabilities. Light duty assignments are subject to review every thirty (30) days, or whenever the Employer believes the employee is capable of returning to full duty, as determined by a physician.

SECTION 6. ORIENTATION BRIEFING: The Human Resources Office (HRO) will provide all newly appointed employees with an orientation briefing. At this briefing the employee will, if within the collective bargaining unit, be informed of the Labor Organization's exclusive recognition and of the employee's right to join, or not to join, the Labor Organization.

SECTION 7. ID CARD: Employees will be issued a U.S. Government Identification Card, within one (1) year.

SECTION 8. OFFICIAL RECORDS: The Employer will notify an employee when material of a derogatory nature is to be placed in the employee's Official Personnel Record, which is maintained at the Human Resources Office.

SECTION 9. JOB VACANCY APPLICATIONS: Employees are free to exercise their own independent judgement as to whether or not to apply for job positions announced through merit promotion procedures.

SECTION 10. PERSONNEL DATA: Employees may request, at any time, official personnel data concerning their assignment, classification, benefits or other aspects of employment.

SECTION 11. CIVILIAN ATTIRE:

- a. Employees may, at their discretion, elect not to wear the prescribed military uniform when:
 - (1) Processing a grievance under the grievance procedure contained herein.
 - (2) Appearing as a grievant or witness at any third party proceeding.
 - (3) Appearing as an observer at formal contract negotiations with the Employer.
 - (4) Attending a joint labor-management training session.
- b. Reasonable time will be allowed for employees to change clothing, as necessary for such situations.

ARTICLE 6 – LABOR ORGANIZATION RIGHTS AND OBLIGATIONS

SECTION 1. EXCLUSIVE RECOGNITION: The Labor Organization has been accorded exclusive recognition and is the exclusive representative of employees in the Unit, without regard to an employee's membership in the Labor Organization and is entitled to act for and negotiate collective bargaining agreements covering all employees in the Unit.

SECTION 2. REPRESENTATIONAL RIGHTS: The Labor Organization shall be given the opportunity to be represented at:

- a. any formal discussion between one or more representatives of the Employer and/or one or more representatives of the Employer and/or more employees in the Unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment; or
- b. any examination of an employee in the Unit by a representative of the Employer in connection with an investigation if:
 - (1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and
 - (2) the employee requests representation.

SECTION 3. COMMITTEE MEMBERSHIP: The Labor Organization may appoint a representative to serve on the local wage survey and HDP/EDP committees.

SECTION 4. MEETINGS WITH MANAGEMENT:

- a. Directors/USPFO:
 - (1) In order to maintain effective labor-management relations and to provide a forum at the lowest level, Directors/USPFO, upon request, will meet semi-annually with Labor Organization representatives. The date and time of such meetings will be as mutually agreed to.
 - (2) Labor Organization representatives attending such meetings will be limited to a minimum of two (2) and a maximum of five (5).
- b. Adjutant General:
 - (1) Upon request by the Labor Organization, the Adjutant General and his staff will meet once annually with the Labor Organization president and other Labor Organization officials to

discuss labor-management issues of mutual concern. The Labor Organization president will coordinate the scheduling of these meetings through HRO. Labor Organization participation is limited to a maximum of three (3) Labor Organization officials.

SECTION 5. LABOR ORGANIZATION COMMITMENT: The Labor Organization agrees to promote loyal and efficient service by employees of the unit which it represents. Further, the Labor Organization agrees to encourage such employees and to use its influence and best efforts, to protect the property of the Employer, and the cooperate in promoting and advancing the welfare of the Employer and the mission to which it is committed.

SECTION 6. CIVILIAN ATTIRE:

- a. Labor Organization officials may, at their discretion, elect not to wear the prescribed military uniform when:
 - (1) Performing representational duties.
 - (2) Representing the Labor Organization at third party proceedings.
 - (3) Serving as a member of the Labor Organization's contract negotiating team with the Employer.
 - (4) Appearing as a witness at any third party proceeding.
 - (5) Attending a joint labor-management training session provided the wearing of civilian attire is authorized by the employer.
- b. Reasonable time will be allowed Labor Organization officials to change clothing, as necessary, for such situations.

ARTICLE 7 – EMPLOYER RIGHTS AND OBLIGATIONS

SECTION 1. RETAINED RIGHTS: Management officials of the agency retain the right in accordance with applicable laws and regulations.

- a. to determine the mission, budget, organization, number of employees and internal security practices of the agency; and
- b. in accordance with applicable laws:
 - (1) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.
 - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Employer operations shall be conducted;

- c. with respect to filling positions, to make selections for appointments from:
 - (1) among properly ranked and certified candidates for promotion; or
 - (2) any other appropriate source; and
- d. to take whatever actions may be necessary to carry out the agency mission during emergencies.

SECTION 2. AUTHORITY TO MAKE RULES-REGULATIONS: The Employer maintains the right and authority to make rules and regulations. In making rules and regulations relating to personnel policy, procedures, and matters affecting working conditions, the Employer shall have due regard for the obligation imposed by this agreement and by PL 95-454, Title VII, Section 7114.

SECTION 3. NOTIFICATION OF RIGHTS: The Employer will annually inform employees of their representational rights as set forth in PL 95-454, Title VII, Section 7114.

SECTION 4. FORMAL-INFORMAL DISCUSSIONS: The Labor Organization shall be given the opportunity to be represented at formal discussions between the Employer and employees concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the bargaining Unit. The Labor Organization's right to be present does not extend to informal discussions between an employee and supervisor or management official. If such discussions lead to the consideration of possible modifications of personnel policies, practices or other matters affecting general working conditions, decisions will not be made on such matters until the Labor Organization has been notified and permitted reasonable time to present its views and recommendations regarding the changes.

SECTION 5. PERIODIC INFORMATION BRIEFINGS

Technicians will be provided biennial meeting with HRO which will include the latest information regarding health, welfare, and retirement entitlements. Information provided shall include at a minimum entitlements and responsibilities under workman's compensation and review of a technicians responsibility as a Federal Technician of the National Guard.

ARTICLE 8 – LABOR ORGANIZATION OFFICIALS

SECTION 1. RECOGNITION: The Employer will recognize the elected officers and stewards duly designated by the Labor Organization as Labor Organization officials. The number of stewards will not exceed twenty (20). The Labor Organization may designate a temporary steward for a remote area steward who will be absent due to training, prolonged illness, etc.

SECTION 2. DESIGNATION OF OFFICIALS: The Labor Organization will prepare and submit to the HRO current listings of all duly elected officers and authorized stewards. In addition, the list will designate the area each steward is authorized to represent. Unless so designated by the Labor Organization, the Employer will not recognize any employee as a Labor Organization steward.

SECTION 3. LABOR ORGANIZATION PRESIDENT: The representative of the Labor Organization for administration and implementation of this agreement is the President, Longrifle Chapter, Association of Civilian Technicians or other elected officials in descending order.

SECTION 4. OBLIGATIONS OF OFFICIALS: Labor Organization officers and stewards are obligated to:

- a. Ensure that all internal business of the Labor Organization is conducted during non-duty hours.
- b. Make every attempt to resolve issues at the lowest level possible.
- c. Review the facts and determine if the employee has a bona fide grievance.

SECTION 5. OTHER LABOR ORGANIZATION REPRESENTATIVES: Non-employee representatives of the Labor Organization, as designated in writing by the National or Longrifle Chapter of the Labor Organization, will be allowed to visit the Kentucky Army National Guard facilities. The following information and procedures will be coordinated with the HRO by a local organization official before entry is authorized:

- a. Name of visitor.
- b. Labor Organization position held.
- c. Expected time of arrival and approximate duration of stay.
- d. Reasons for visit.
- e. Security regulations and procedures to be adhered to.
- f. Reasonable restrictions with regard to the frequency, duration, location, and number of persons involved.

ARTICLE 9 – OFFICIAL TIME

SECTION 1. GENERAL:

- a. The Employer will grant official time to employees to conduct representational functions as prescribed by PL 95-454, Title VII, 7131, during the time the employee otherwise would be in a duty status. Representational functions for which official time is authorized includes:
 - (1) **NEGOTIATIONS:** Official time will be granted employees representing an exclusive representative for the negotiation of a collective bargaining agreement when they would

otherwise be in a duty status. The number of employees authorized such official time will not exceed the number of designated management representatives.

- (2) **ON GOING LABOR-MANAGEMENT BUSINESS:** Official time is authorized for representational functions in connection with labor-management committee activities, consultations, FLRA proceedings, labor relations training for Labor Organization representatives and formal and Weingarten type meetings, as set forth in PL 95-454, Sections 7114 (a) (2) (A) (B).
- (3) **GRIEVANCE AND APPEALS:** Official time is authorized for employees representational functions in connection with grievances, arbitrations, adverse actions, EEO complaints, and appellate processes.
- b. The amount of official time to be authorized and the number of employees authorized to be on official time for representational functions, shall be determined by the Employer, by balancing the effective conduct of the Government's business, with the right of employees to be represented in matters relating to their employment.

SECTION 2. DOCUMENTATION: AGO KY Form 12-17, as amended from time to time, will be maintained by supervisors to record all periods of official time.

SECTION 3. WORK AREA PROCEDURES:

- a. When necessary Employer-Labor Organization business requires a Labor Organization officer, steward, or employee to be absent from their work area, such individuals will:
 - (1) Obtain authorization from their immediate supervisor prior to leaving the work area and provide an expected time of return and where they may be contacted;
 - (2) Obtain prior authorization from the supervisor of those other Labor Organization officers, stewards or employees with whom the business is to be conducted;
 - (3) Conduct the business at hand in a timely manner;
 - (4) Contact their immediate supervisor when it becomes apparent the expected time of return will not be met; and
 - (5) Upon return to the work area, report back directly to their immediate supervisor.
- b. Supervisors will normally grant permission to conduct such Employer-Labor Organization business unless prevented by real necessity, in which even authorization will be granted as soon as possible thereafter.

SECTION 4. PROHIBITED USE: Official time granted to Labor Organization officers and stewards will not be used for: conducting internal Labor Organization business; collection of dues or preparation of dues withholding forms; solicitation of membership or grievances; campaigning for Labor Organization elected office; or the distribution of Labor-organization materials. Such activities will be performed in a non-duty status.

SECTION 5. TRAINING SESSIONS: Labor Organization officers may be invited to attend management sponsored training sessions within the local area when such training sessions are deemed to be of mutual benefit as determined by the Employer.

SECTION 6. REPRESENTATIVE TRAINING: The Labor Organization is authorized time to train its shop stewards and Labor Organization officials. A total of thirty (30) days divided among all officers (6) and thirty (30) days divided among all stewards will be the total training days authorized per year. The Labor Organization is authorized up to two (2) days each for four (4) officers to attend the National ACT Conference held in Washington D.C. Utilization of training days is at the discretion of the Labor Organization; however, the training must be mutually beneficial to both parties. The Labor Organization will provide two weeks advance written notice to the HRO of the dates on which this training will be attended to include the named attendees and the proposed agenda.

ARTICLE 10 – GRIEVANCE PROCEDURES

SECTION 1. GRIEVANCE DEFINED: A grievance means any complaint:

- a. By an employee concerning any matter relating to the employment of the employee;
- b. By the Labor Organization concerning any matter relating to the employment of any employee; or
- c. By any employee, the Labor Organization, or the Employer concerning:
 - (1) The effect or interpretation, or a claim of breach of this agreement; or
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

SECTION 2. SCOPE: This negotiated procedure shall be the exclusive procedures available to the Labor Organization and the employee in the Bargaining Unit for resolving such grievances; however, any employee or group of employees may present such grievances to the Employer and have the Employer attempt to adjust them without the intervention of the Labor Organization, as long as the adjustment is not inconsistent with the provisions of this agreement and the Labor Organization is given the opportunity to be present at the adjustment.

SECTION 3. EXCEPTIONS:

- a. Questions involving the interpretation of published agency policies above state level, provisions of law, or regulations of appropriate authorities outside the agency shall not be subject to this grievance procedure, regardless of whether such policies, laws, or regulations are quoted, paraphrased or cited in this agreement.
- b. Matters specifically excluded from the negotiated grievance procedure are:
 - (1) Any claimed violation relating to prohibited political activities (Hatch Act violations).
 - (2) Retirement, life insurance, or health insurance.
 - (3) A suspension or removal under section 7532 (National Security) of Title 5, USC.
 - (4) Any examination, certification, or appointment.
 - (5) The classification of any position which does not result in the reduction-in-grade or pay of any employee.
 - (6) The provisions of 32 USC 709(f) are expressly excluded from negotiated grievance procedures and binding arbitration. The foregoing language reserves to The Adjutant General the final level of appeal in those items covered by 32 USC 709(f) as required by statute. The statute includes termination or separation of a probationary or temporary or indefinite employee in addition to such items as reduction-in-force, removal or an adverse action involving discharge from technician employment, suspension, furlough without pay or reduction in rank or compensation affecting technician employees.

SECTION 4. GENERAL:

- a. Every effort will be made by the Employer and the aggrieved party to settle grievances at the lowest possible level. The filing of a grievance shall not be construed as reflecting unfavorable on an employee's good standing, performance, or loyalty as an employee of the federal government. Reasonable and necessary time will be allowed for employee and Labor Organization representatives to prepare and present the grievance.
- b. Employees may be represented by the Labor Organization or choose to represent themselves in any grievance or appeal action.

SECTION 5. INDENTICAL GRIEVANCES: Where more than one employee is pursuing an identical grievance, the Labor Organization shall:

- a. Select one grievant and one representative to pursue the grievance.
- b. Provide a list of other grievances to the Employer; and

- c. Agree to be bound, in all cases, by the outcome of the grievance of the selected grievant and representative.

SECTION 6. ESTABLISHED POLICIES: It is understood that an employee cannot file a grievance for the purpose of getting an established policy, standard, or procedure changed; however, the Labor Organization may file a grievance for the purpose of getting an established policy, standard, or procedure changed.

SECTION 7. TIME PERIOD: Any grievance which is not taken up with the employee's immediate supervisor within ten (10) workdays by the employee after the occurrence of the matter, or ten (10) workdays after the employee learns of the matter from which the grievance arose, shall not be presented or considered at a later date.

SECTION 8. PROCEDURES:

- a. Written grievances will be presented using the grievance Form (Figure 11-1).
- b. The employee will provide the Labor Organization a copy of his/her grievance. The supervisor who receives a grievance will provide a copy to the Labor Relations Manager in the HRO office.
- c. The grievance procedure and the workday time frame for processing (excluding federal holidays) is as follows:

STEP 1 EMPLOYEE-IMMEDIATE SUPERVISOR:

- a. The informal grievance shall first be taken up orally and/or in writing by the employee with his/her immediate supervisor within ten (10) workdays of the incident.
- b. The immediate supervisor shall meet promptly, if available, and render a decision to the employee within five (5) work days from the date of notification of grievance. If the grievance was submitted in writing the decision will be rendered in writing.
- c. The employee will within five (5) workdays accept or reject in writing the immediate supervisor's response. If the response is accepted the response will be given back to the immediate supervisor. If rejected proceed to step 2.

STEP 2 EMPLOYEE-INTERMEDIATE SUPERVISOR: (INFORMAL)

- a. If the grievance is not resolved in step 1, the employee will, within five (5) workdays, present the grievance in writing to the intermediate supervisor. If the grievance was in writing in step 1, the same written grievance along with the immediate supervisor's response must be presented to the intermediate supervisor. The reason for the previous rejection will be included in the written response.
- b. Within five (5) workdays of the date of receipt of the grievance the intermediate supervisor will meet with the immediate supervisor, the aggrieved employee and the Labor Organization representative to discuss and attempt to resolve the grievance. The intermediate supervisor will render a written decision within five (5) workdays to the employee.
- c. The employee will within five (5) workdays accept or reject in writing the intermediate supervisor's response. If the response is accepted the response will be given back to the intermediate supervisor. If rejected proceed to step 3.

STEP 3 EMPLOYEE-DIRECTOR/USPFO/BRIGADE ADMINISTRATIVE OFFICER: (FORMAL)

- a. If the grievance is not resolved at step 1 or 2, the employee will, within five (5) workdays, present the grievance in writing to the Director/USPFO/Brigade Administrative Officer. The same written grievance along with the immediate supervisor's, intermediate supervisor's response, if applicable, and the employee's rejections will be presented to the Director/USPFO/Bde AO rejecting the decision. The reason for the rejection from the immediate or intermediate supervisor will be included in the written response.
- b. Within five (5) workdays of the date of receipt of the grievance the Director/USPFO/Bde AO will meet with the last supervisor rendering a decision, the aggrieved employee, and the Labor Organization representative to discuss and attempt to resolve the grievance. The Director/USPFO/Bde AO will render a written decision within five (5) workdays to the employee.
- c. The employee will within five (5) workdays accept or reject in writing the Director/USPFO/Bde AO's response. If the response is accepted the response will be given back to the Director/USPFO/Bde AO. If rejected proceed to step 4.

STEP 4. EMPLOYEE-COMMAND ADMINISTRATIVE OFFICER: (FORMAL)

- a. If the grievance is not resolved at step 3, the employee will, within five (5) workdays, present the grievance in writing to the Command Administrative Officer (CAO). The same written grievance along with all supervisors responses and the employee's rejections will be presented

to the CAO rejecting the decision. The reason for the rejection from the Director/USPFO/Bde AO will be included in the written response.

- b. Within ten (10) workdays of the date of receipt of the grievance the CAO will meet with the Director/USPFO/Bde AO, the aggrieved employee, and the Labor Organization representative to discuss and to attempt to resolve the grievance. The CAO will render a written decision within ten (10) workdays.
- c. The employee will within five (5) workdays accept or reject in writing the CAO's response. If the response is accepted the response will be given back to the CAO. If rejected proceed to step 5.

STEP 5 EMPLOYEE-ADJUTANT GENERAL: (FORMAL)

- a. If the grievance is not resolved at step 4 the employee may, within five (5) workdays, present the grievance in writing to The Adjutant General. The same written grievance along with all supervisor responses, CAO's response, and the employee's rejections will be presented to The Adjutant General. The reason for the rejection from the CAO will be included in the written response.
- b. The Adjutant General will render a written decision within twenty (20) workdays from the receipt of the grievance. In all cases the decision of the Adjutant General is final, unless arbitration is invoked as provided by referral Article 11, herein.

SECTION 9. TIME LIMITS: If the prescribed time limits are not observed by the grievant or his/her Labor Organization representative, then the grievance will be terminated. If the employer fails to meet the prescribed time limits, the grievance automatically will advance to the next step; however, the prescribed time limits set forth in Section 8 above, will be extended by written mutual agreement for valid cause, provided such extension is requested prior to the expiration of the prescribed time limits.

SECTION 10. TERMINATION: A grievance will be cancelled/terminated under the following conditions:

- a. At the request of the aggrieved party at any time.
- b. Upon termination of the aggrieved employee.
- c. Upon death of the aggrieved employee unless the grievance involved a question of pay.

SECTION 11. UNRESOLVED ISSUES: Questions that cannot be resolved by the parties, as to whether or not a grievance is on a matter subject to the grievance procedures in an existing agreement, or subject to arbitration under that agreement, or is on a matter for which statutory appeal procedure exist, may be referred by either part to an arbitrator as a threshold issue for resolution.

SECTION 12. AGREEMENT INTERPRETATION-APPLICATION: Problems involving the interpretation and application of this agreement between the Employer and the Labor Organization should be resolved informally. If informal resolution is not achieved, a formal grievance may be made as follows:

- a. Any grievance submitted by the Employer will be in writing and addressed to: President, Longrifle Chapter, Association of Civilian Technicians.
- b. Any grievance submitted by the Labor Organization will be in writing and addressed to: Human Resources Officer, 220 Hawkheegan Drive, Suite 2, Frankfort, KY 40601-6168.
- c. The written grievance will specify the section or sections of the agreement alleged to have been violated, the nature of the violation and the desired corrective action by the grievant.
- d. The party to whom the grievance was submitted will inform the other party of its decision regarding the grievance within twenty (20) workdays following receipt of the initial correspondence. If the grievance is not resolved satisfactorily, arbitration may be invoked under Article 11 herein.
- e. The twenty (20) workday prescribed time limit in this section may be extended by mutual agreement for valid cause, provided such extension was requested prior to the expiration of the original time limit.

SECTION 13. UNFAIR LABOR PRACTICE: An unfair labor practice issue, which can be raised under a negotiated grievance procedure, and those which can be raised under an agency grievance procedure, may be processed under whichever is appropriate, or may be processed under the procedures set forth in PL 95-454, Title VII, at the discretion of the aggrieved party. No unfair labor practice charge, or complaint grievance, or appeal involving the same individual or individuals and substantially the same facts, will be processed under more than one procedure either concurrently or sequentially.

SECTION 14. EXCEPTED GRIEVANCE PROCEDURES: Grievance which impact on all employees in the unit of recognition may be submitted in writing within ten (10) workdays of the occurrence by the Labor Organization president directly to the CAO. The CAO or designated representative and the Labor Organization president will meet within fifteen (15) workdays after receipt of the grievance to discuss the grievance. The CAO or designated representative will give the Labor Organization president his written answer within fifteen (15) workdays after the meeting. If the grievance is not satisfactorily settled following this procedure, the Labor Organization president may within five (5) workdays forward the grievance to The Adjutant General in accordance with procedures outlined in Section 8, step 5, above. Nothing in the procedures outlined in this section will preclude either party from attempting to settle such grievance informally.

SECTION 15. HRO GRIEVANCE: Any grievance against the Human Resources Office will be taken up within ten (10) working days in writing and be addressed to the HRO as the first step for resolution. HRO will respond to the aggrieved technician, in writing within fifteen (15) work days from the date notification is received. If not resolved, the written grievance will be submitted to The Adjutant General for Kentucky within five (5) workdays from receipt of HRO's written response. The Adjutant General will render a written response within thirty (30) workdays from receipt of the grievance.

ARTICLE 11 – ARBITRATION

SECTION 1. GENERAL: A grievance or dispute involving the interpretation and application of, or compliance with, this agreement not satisfactorily settled under Article 10, Grievance Procedures, may be submitted to arbitration unless otherwise provided for in this agreement. Actions taken pursuant to the provisions of Title 32, USC, Section 709(f), as amended and Office of Personnel Management regulations are expressly excluded from binding arbitration.

SECTION 2. NOTIFICATION: Arbitration may be invoked only by the Employer or the Labor Organization. An employee grievance arbitration may be invoked by the Labor Organization only with the approval of the employee unless the grievance applies to other employees in the work force. Submission shall be in writing and be delivered to the appropriate party not later than thirty (30) calendar days from the date of decision under Article 10, Grievance Procedures.

SECTION 3. REQUESTS: Within ten (10) workdays, from the date of receipt of an arbitration request, the parties will jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators. Both parties shall meet within ten (10) workdays after receipt of such list. If the parties cannot mutually agree upon one of the listed arbitrator's, then the Employer and the Labor Organization shall alternately strike one arbitrator's name from the list of seven (7) until a single name remains on the list. The Labor Organization shall strike first and the sole remaining name shall be the selected arbitrator.

SECTION 4. MEETING PLACE: To the extent possible, the arbitration hearing shall be held at Boone National Guard Center, Frankfort, Kentucky, during normal duty hours at a place mutually determined by the Employer and the Labor Organization.

SECTION 5. UNRESOLVED ISSUES: Questions that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to arbitration under this agreement, shall be referred to an arbitrator as a threshold issue for resolution at the discretion of the aggrieved party.

SECTION 6. ARBITRATION FEES:

- a. The arbitrator's fee shall be borne equally by the Employer and the Labor Organization. All other expenses incidental to the arbitration proceedings and the expense of any mutually agreed upon services considered desirable, or necessary, in connection with the arbitration proceedings, shall also be borne equally by the Employer and the Labor Organization.
- b. Prior to the appointment of an arbitrator, the parties shall attempt to determine all significant aspects of the arbitrator's basis for charges and fees and expenses including the hearing, travel, study and writing time.

SECTION 7. ISSUES: The arbitrator is bound by written issues submitted by the parties. If the parties cannot agree and different issues are forwarded that are not resolved at the arbitrator's hearing, the arbitrator will frame the issues to be resolved within the confines of the written grievance.

SECTION 8. MODIFICATION: The arbitrator's award will not add to, detract from, or modify the terms of this agreement and will be binding on the parties. However, either party may file an exception to an award with the Federal Labor Relations Authority under applicable regulations and procedures. The party taking exception will assure notification to the other party, including service of applicable documents as required by regulation or procedures.

SECTION 9. DECISION: The arbitrator will be requested to render his opinion as quickly as possible, but within thirty (30) calendar days after the conclusion of the hearing, unless the parties otherwise agree. The arbitrator's decision shall be furnished to the Employer with a copy to the Labor Organization. Such decision shall be final and binding on all parties concerned except when sustained or modified by the Federal Labor Relations Authority acting upon an exception filed by either party. Exceptions must be filed within thirty (30) calendar days after the date of service of the award.

SECTION 10. APPEAL: In the event a monetary award by an arbitrator is appealed, by either party, to the Authority or Comptroller General, the award will be stayed or delayed until final ruling is received.

ARTICLE 12 – UNFAIR LABOR PRACTICE NOTIFICATION

SECTION 1. NOTICE: In order to resolve problems at the lowest level, the Labor Organization and the Employer will honor a ten (10) day working pre-charge notice period, prior to filing any unfair labor practice charge. Within the ten (10) day working period, the Labor Organization and the Employer will attempt to resolve the problem by determining and identifying key issues, events or alleged offenders so as to allow for corrective action and the elimination of any unfair labor practice, action or condition. This time period may be extended by mutual agreement of both parties.

SECTION 2. METHOD: The notification of pre-charge will be directed by the Labor Organization to: Human Resources Office, 220 Hawkheegan Drive, Suite 2, Frankfort, KY 40601; and by the Employer to: President, Longrifle Chapter, Association of Civilian Technicians.

ARTICLE 13 – OCCUPATIONAL SAFETY AND HEALTH

SECTION 1. PROGRAM ELEMENTS: The Employer manages and directs occupational safety, health, and bio-environmental programs as required by law and regulation. Hazards or deficiencies will be eliminated or reduced to acceptable levels by complying with applicable safety requirements or taking equivalent protective measures. Qualified safety, fire prevention, and health specialists will conduct inspections, surveys, and investigations to determine program effectiveness and compliance with standards. Upon request, the Labor Organization will be furnished copies of inspections by OSHA and the State Safety Officer.

SECTION 2. RESPONSIBILITIES:

a. Managers and supervisors of the Employer will:

1. Analyze job tasks for hazards.
2. Insure that work complies with health and safety standards.
3. Exercise control over job tasks to insure the tasks are done safely.
4. Train employees in safety standards procedures and requirements of the job task.
5. Plan work so it can be done safely and insure it is accomplished as prescribed by safety directives.
6. Provide protective clothing and equipment as required and enforce the use thereof in compliance with standards.
7. Conduct workplace safety, health and fire prevention self-inspections and investigate mishaps.
8. The employer agrees to provide HAZCOM training in accordance with Federal and State laws and will be implemented IAW DOD directives.

b. Employees will:

1. Comply with standards, regulations, job guides, technical orders and operating procedures in job accomplishment.

2. Identify and report hazards and unsafe work conditions to their supervisor or safety office.
3. Use protective clothing or equipment when required.
4. Report any injury or impaired health that occurs on the job to their supervisors.
5. Report any suspected actual exposure to chemicals or hazardous materials to their supervisor.
6. Provide documentation as required by the Department of Labor and other agencies to support civilian claims resulting from occupational safety and health mishaps.

SECTION 3. STANDARDS: The conditions and methods to provide a safe and healthful working environment by the Employer are as prescribed by both NGR 385-10, Army National Guard Safety and Occupational Health Program, and CFR 29.

SECTION 4. OCCUPATIONAL INJURIES AND DISEASE:

- a. The provisions of 5 U.S.C. Chapter 81 will be followed concerning the administration of the Federal Employees Compensation Act (FECA) and the initiation of claims for traumatic injury, occupational disease, recurrence of disability and death.
- b. Supervisors will not prevent an employee from filing a claim under the provisions of 5 U.S.C. Chapter 81, regardless of any opinion they may hold with respect to the merits of the claim.

SECTION 5. SAFETY SUGGESTIONS: The Employer encourages the submission of safety suggestions and recommendations by employees. Upon request, the State Safety Office will assist employees in the preparation and processing of suggestions for submission to higher authority for review and determination.

SECTION 6. UNIQUE SITUATIONS:

- a. Respiratory Protection:
 1. Supervisors will contact the Occupational Health Nurse, as needed, in order to determine the respiratory protection and ventilation requirements for specific activities.
 2. Supervisors will ensure that employees receive instruction in the care and fitting of respirators, as appropriate to their job requirements.
 3. The employer will provide other personal protective equipment (PPE) in a timely manner. PPE required for each work center will be determined by the supervisor after consultation

with the State Safety Officer and IAW 29 CFR. Prescription safety glasses purchased by the employer may be upgraded by the employee at his or her own expense, with the knowledge that they must meet current safety standards.

- b. Imminent Danger: When an imminent danger situation is discovered, it will be brought to the immediate attention of the supervisor in charge, who will take immediate action to eliminate or reduce the hazard, or cease operations until such action is taken.
- c. Ergonomic furniture will be fielded as funds are available and IAW existing NGB guidance, when it is determined to be a contributor to Carpal Tunnel Syndrome. Management will make a good faith effort to assure that this is accomplished within a reasonable time frame.

ARTICLE 14 – HOURS OF WORK AND OVERTIME

SECTION 1. GENERAL:

- a. The administrative work week is a period of seven consecutive days starting at 0001 hours on Sunday and ending at 2400 hours on the following Saturday.
- b. The administrative work week consists of the regular scheduled tour of duty and the regular days off. Tour of duty refers to the hours of the day and the days within the administrative work week, during which time employees are required to be on duty regularly.

SECTION 2. WEEKLY AND DAILY SCHEDULING OF WORK:

- a. The nature of the Employer's mission, including unscheduled and short notice requirements ordered by higher headquarters, makes it impractical to prescribe a regular schedule of definite work hours for each work day, work week or any work period.
- b. The Employer retains the right to schedule irregular tours of duty throughout the administrative work week.
- c. When sufficient personnel are assigned and available and mission requirements and work load permit, the basic work week shall consist of five 8-hour days, normally being Monday through Friday, with two consecutive days off. A compressed or alternate work schedule may be implemented at the discretion of the Adjutant General.
- d. When the basic work week of an employee is to be changed, the employee will be notified as far in advance as possible, but not less than two (2) work days in advance of such change, unless the Employer would be seriously handicapped in carrying out its functions or if costs would be substantially increased in providing such notice.

- e. Supervisors may develop adjusted work schedules for individual employees who have a conflict with car pool transportation schedules. The employer agree that any employee who requests to work a specific shift because of personal and/or family problems (i.e., to attend educational classes, single parents, sickness in the family, etc.) will be granted special consideration in shift/hours selection.
- f. An employee work day will normally not exceed twelve (12) hours of duty. When it is necessary to work employees in excess of twelve (12) hours within a work day due to mission requirements, supervisors will recognize and be responsive to any degraded safety and health factors which may result from such extended work hours.
- g. Employees assigned to a regularly scheduled night shift will receive the shift differential pay in accordance with applicable directives.
- h. Employees will be notified no less than two (2) weeks in advance of a shift change. Shift changes will become effective as of the beginning of a pay period. Work schedules will be posted in each work area. A situation which imposes immediate and unforeseen work requirements as a result of natural phenomenon or mission related circumstances beyond the employers reasonable control or ability to anticipate, are excluded from the two (2) week notice requirement.
- i. When the employer identifies a need for a permanent or temporary shift schedule reassignment, he will first ask for volunteers. If no volunteers are forthcoming, the employee with the least time in civilian grade will be assigned. A two (2) week notice will be given to the affected employee.
- j. The Employer recognizes the responsibility to consult with the Labor Organization regarding the change of employee work schedules.

SECTION 3. REST PERIODS:

- a. The Employer may authorize short rest periods during the daily tour , when such periods are beneficial for employee health, safety, and productivity. Rest periods are considered duty time and are included in the daily tour of duty.
- b. Rest periods granted by the Employer will conform to the following conditions:
 - 1. The rest period will not exceed 15 minutes during each 4 hours of continuous work.
 - 2. If the period from the beginning of an employee's daily tour to the lunch period is less than 4 hours, a rest period is not authorized.

3. The rest period may not be a combination of the lunch period.

SECTION 4. LUNCH PERIOD:

- a. The lunch period, during which the employee is entirely free of duty, is not considered duty time. This does not preclude the employer from assigning work during lunch.
- b. When time off for a lunch period is not possible, a lunch period not to exceed twenty minutes may be counted as time worked, for which compensation is allowed. When this on the job lunch period is in effect, employees must spend the time in close proximity to their work areas and be immediately available for work.

SECTION 5. MAKE READY AND CLEAN-UP TIME:

- a. Incidental duties that are directly connected with the performance of a job, such as obtaining and replacing working tools or materials, undergoing inspections, and similar tasks, are considered part of the job requirements within the established tours of duty. Shifts should be scheduled so that time required for incidental duties will be part of the basic work day. When incidental duties cannot be made a part of the regularly scheduled workday, the extra time will be considered overtime for which an equal amount of compensatory time will be granted.
- b. It is recognized that clean-up is required from time to time, as well as the necessity to conduct thorough cleanings within the various offices, shops and work areas. The assignment of employees to perform such clean-ups will be made in a fair and equitable manner by supervisors and will not be used as a method to reward or discipline employees.

SECTION 6. OVERTIME:

- a. Employees are not entitled to overtime pay for overtime work. If overtime work is required, the employee is entitled to compensatory time equal to the time spent in regular or irregular overtime work subject to Employer controls as set forth in Article 16, Section 6.
- b. The Employer and the Labor Organization recognize a mutual responsibility for expeditious and efficient accomplishment of the mission, including the need or a willingness on the part of employees to be available when workloads require the use of overtime. The Employer and the Labor Organization mutually agree that the assignment of an individual to overtime work will not be made to reward or to discipline an employee.
- c. Notice of overtime will normally be given, not less than four (4) hours prior to the end of the employee's work shift.

- d. The Employer may relieve an employee from an overtime assignment, upon request, when disruption will occur. The Employer shall determine the employees who satisfy the work requirements and will select and assign employees to overtime work accordingly. Under normal circumstances the employer should solicit from available qualified volunteers to meet the requirements for overtime work.
- e. The Employer reserves the right to require employees to report for overtime and to recall employees back to work. Employees who are recalled will be credited with compensatory time IAW 5 CFR Part 550, Section 550.112(h).

ARTICLE 15 – AUTHORIZED TRAVEL

SECTION 1. GENERAL:

- a. Authorized travel is defined as travel which is performed under the direction or control of the Employer and is for the benefit of the Employer.
- b. The employee's official duty station is his/her normal duty station.
- c. To the extent practicable, the Employer will schedule the authorized travel of an employee away from their official duty station, within the employee's tour of duty. All travel during the employee's tour of duty is considered "hours of work". 5 CFR will be used to determine if authorized travel away from the official duty station, which occurs outside the employees tour of duty, constitutes "hours of work."
- d. The Employer recognizes that certain circumstances associated with temporary duty may cause personal or financial hardship. An employee may be relieved from a temporary duty assignment, upon request, provided a qualified replacement is available.
- e. Management will determine what qualifications are required based on the mission requirements of a particular TDY assignment. Qualified volunteers for a TDY may be sought before non-volunteers are assigned. When no volunteers or an inadequate number of volunteers are available, management will make selection(s) based on mission requirements.

SECTION 2. PROCEDURES:

- a. All provisions relating to authorized travel will be as directed by the Employer to include: designation of employees mode of transportation to be used, dates and times of travel and the scope of work and activities to be accomplished.

- b. The Employer, through each supervisor will coordinate travel arrangements relating to: the publishing of appropriate travel orders, transportation and lodging needs and providing office/individual points of contact at temporary duty locations who will assist or support employees in job accomplishment.
- c. Employee travel and per diem authorizations are as set forth in DOD, Joint Travel Regulations Vol. II, as amended from time to time.
- d. The Employer will consider technician requests for the use of private owned vehicles in accomplishing directed travel, provided it is deemed cost effective and is otherwise permitted by DOD Joint Travel Regulations Vol. II.
- e. The preferred method for a traveler to obtain an advance is through the ATM using the individuals government travel card. When travel advances must be paid by the DAO/FAO and if the traveler has a travel card, only the meal and incidental expense (M/IE) portion of Per Diem and other reimbursable expenses (ORES) not payable with the travel card may be advanced. If the traveler is not offered and does not have a government travel card, 80% of the Per Diem rate plus other reimbursable expenses may be advanced. If the traveler is offered and declines the travel card, only the (M/IE portions of Per Diem and the (ORES) net payable with the travel card may be advanced. Unless the orders state otherwise, travelers will be advanced as though they have a travel card.
- f. Technicians on TDY will occupy suitable quarters and will not be directed to occupy sub-standard quarters. TDY quarters for technicians will be equal to or exceed the basic standards of quarters available at WHFRTC (Wendel H. Ford Regional Training Center). Employees that have quarters problems during TDY travel should contact HRO.
- g. Any time TDY travel uses government/contract aircraft and appropriate transportation is not provided, a rental agreement will be authorized. When two or more employees travel together there will be rental vehicles furnished at the rate of one (1) vehicle per three (3) employees.

ARTICLE 16 – LEAVE

SECTION 1. GENERAL PROVISIONS:

- a. The Employer is responsible for adherence to leave policy.
- b. The approval for leave is usually the responsibility of the employee's supervisor. While the supervisor may be consulted on requests or extension or advanced leave, authority for final approval will be the Human Resources Office through the appropriate supervisors. Advancement of annual leave will be considered by the Employer on a case by case basis.

- c. Employees earn, accumulate and accrue leave as prescribed by law and as set forth in applicable regulations.
- d. Employees will submit all leave requests reasonable in advance, utilizing Office of Personnel Management (OPM) Form 71, Application for Leave, unless prevented by unusual circumstance.
- e. The Employer will maintain leave listings which reflect an employee's leave balance, the date when annual leave and compensatory time may be forfeited if not used and the amount of leave subject to loss.

SECTION 2. ANNUAL LEAVE:

- a. Employees desiring a specific time period within the calendar year for annual leave are encouraged to submit their request during the month of January to their supervisor.
- b. The Employer will attempt to satisfy the desire of employees with respect to approving annual leave. In resolving scheduling conflicts the Employer will consider, among other things: mission requirements, work load, the employee's flexibility to reschedule time off and any hardship on the employee if annual leave is denied.
- c. Changes to an employees desired schedule for annual leave will be considered by the supervisor, provided such change does not impact mission requirements, work load or another employee's leave schedule.
- d. Should it be necessary to cancel previously approved annual leave, or to deny an annual leave request, the employee will be notified in a timely manner by the supervisor and the OPM Form 71 annotated as to the reason for disapproval.
- e. Annual leave will be charged to an employees account in one quarter hour increments. A maximum of 240 hours of accumulated leave maybe carried forward to the new leave year without forfeiture.

SECTION 3. SICK LEAVE:

- a. Sick leave is for use when the employee:
 - 1. Receives medical, dental or optical examination or treatment.
 - 2. Is incapacitated for the performance of duty by sickness, injury or pregnancy and confinement.
 - 3. Would jeopardize the health of others because of exposure to a contagious disease, or

4. Is required to provide care for family members or arrange/attend the funeral of an eligible family member. For the purposes of this article and section, family member is defined as spouse, employee's and spouse's parents, children, brothers and sisters and their spouses, and others whose close association creates the equivalent of a family relationship. Sick leave for these purposes is limited to 40 hours per leave year. Additionally, employees who maintain a sick leave balance of at least 80 hours may use an additional 64 hours of sick leave for these purposes per leave year.
- b. An employee is entitled to a maximum of 12 weeks of sick leave each year for *all* family care purposes.
 - c. Use of sick leave is subject to the approval of the employee's supervisor and may be granted orally or require supporting evidence as follows:
 1. Absences of three (3) consecutive work days or less: The employee's verbal explanation and completion of OPM Form 71.
 2. Absences in excess of three (3) consecutive work days: Employees may submit a medical certificate and completed OPM Form 71. An employee's written statement may be considered by the supervisor, in lieu of a medical certificate, when the employee's illness did not require the services of a doctor, or a doctor was not involved due to remoteness of locality or an inability to receive medical services.
 3. Employees identified as **abusing** the sick leave privilege will be notified in writing by the Employer that a medical certificate will be required as supporting evidence for future sick leave approvals. This requirement will remain in effect until a review of the employee's record indicates that the abuse has stopped. A review will be conducted with the employee each six (6) months to determine whether this restriction is still valid. Upon such determination, the employee will be notified in writing.
 - d. The Employer may approve advance sick leave up to 240 hours, to an employee under the following conditions:
 1. The request for advancement of sick leave is supported by a medical certificate;
 2. All available accumulated sick leave and compensatory time will be exhausted before advancement;
 3. Annual leave that otherwise would be forfeited at the end of the leave year is used;

- 4. There is reasonable assurance that the employee will return to work to earn and repay the advancement; and
- 5. The employee has not been identified as abusing the sick leave privilege.
- e. Sick leave will be charged to an employees account in half hour increments. Unused sick leave is accumulated without limit.

SECTION 4. COURT LEAVE:

- a. Court leave is the authorized absence of an employee from work status, without loss of pay or charge to annual leave or compensatory time, for jury duty or for attending judicial proceedings in a non-official capacity as a witness on behalf of a state or local government. Judicial proceedings do not include administrative proceedings.
- b. Employees who have been summoned by a court to serve on jury duty, or summoned as a witness in a non-official capacity on behalf of a state or local government, will present a copy of such summons to their supervisor and a completed OPM Form 71, requesting court leave. The Employer will not request that an employee be excused from jury duty, except for cases of real necessity.
- c. Employees are not authorized court leave when: summoned or assigned by the Employer to testify in their official capacity or to produce official records at a judicial proceeding; or when summoned or assigned to testify in a non-official capacity on behalf of the United States Government. In such instances the employee will be in official duty status and will receive their regular pay.
- d. Employees are not authorized court leave when providing witness service in a non-official capacity on behalf of a private party. In such instance, the employee's absence will be charged to either annual leave, compensatory time, or leave without pay.
- e. Court leave will be substituted for annual leave, or compensatory time during the entire period the employee actually serves on jury duty or provides witness service in a non-official capacity to a state or local government. An employee who is on leave without pay, when summoned to jury duty, or as a witness in a non-official capacity or a state or local government, is not entitled to court leave.
- f. Employees on court leave will collect all fees and allowances entitled to them from the judicial agency and if required remit such monies to the United States Property and Fiscal Office, Customer Service Representative, remits will be made payable to Defense Accounting Office and submitted within two (2) working days after receipt of such monies. Such fees and allowances will be offset against the compensation earned from the Employer during the

period the employee was on court leave. Any fees and allowances which remain after deducting the compensation paid by the Employer, will be returned to the employee.

- g. Employees are entitled to retain all fees and allowances collected from a judicial agency, when services were rendered in other than an official duty or court leave status.
- h. Employees are entitled to travel expenses when summoned or assigned, in their official duty capacity, to testify or produce official records on behalf of the United States or to testify or produce official records on behalf of a party other than the United States.
- i. The Employer may require an employee on court leave for jury duty to return to work, or be charged annual leave, provided the employee is excused from jury service for one day or a substantial part of the day.

SECTION 5. MILITARY LEAVE:

- a. Eligible employees who are members of the Kentucky Army National Guard are entitled to leave without loss of pay, time, or performance rating for the conduct of active duty or to engage in field training as provided for by the Title 32, USC, Sections 502-505.
- b. Military leave accrues at the rate of 120 hours per fiscal year, for permanent or indefinite employees, and to the extent that it is not used in a fiscal year, accumulates for use the succeeding fiscal year. Accumulated military leave may not exceed 240 hours. Military leave is chargeable on an hourly basis.
- c. Employees with temporary appointments of less than one year, with temporary appointments not to exceed one year or with intermittent work schedules are not entitled to military leave.
- d. Military leave may be taken intermittently, a day at a time or as otherwise required. Employees may be provided the option of using other available leave first (i.e., annual compensatory, LWOP, etc.) for the performance of such duty.
- e. An employee may be granted a partial day of annual leave, compensatory time, or leave without pay at either the start or end of a period of absence for military duty, so as to avoid being charged a full day of leave for only a partial days absence from official duties.

SECTION 6. COMPENSATORY TIME:

- a. Employees earn compensatory time for that time worked which is in excess of 80 hours per bi-weekly pay period. Compensatory time is credited, equal to the time spent in overtime work.

- b. Compensatory time must be taken within twenty-six (26) pay periods from the pay period in which it was earned. Positive steps by the supervisor and the employee will be taken to insure that accrued compensatory time is scheduled and granted for use to avoid forfeiture. The Employer will attempt to satisfy the desire of employees with respect to approving compensatory time off, unless mission requirements prevent scheduling at the employees request. The employee will be notified as to when he can re-schedule the time off. Compensatory time not taken within twenty-six (26) pay periods will not be restored for any reason.

SECTION 7. FUNERAL LEAVE:

- a. The Employer will grant funeral leave to an employee for the funeral or memorial service of an immediate relative whose death resulted from wounds, disease or injury incurred while serving as a member of the Armed Forces in a combat zone.
- b. Funeral leave is limited to a maximum of three (3) workdays and is charged as an excused absence/administrative leave.

SECTION 8. MATERNITY LEAVE:

- a. Leave required for maternity reasons may consist of sick leave, annual leave, compensatory time or leave without pay. The date on which an employee becomes incapacitated for duty by pregnancy and confinement will be determined by her physician according to the circumstances of her individual case.
- b. A male employee may request annual leave, compensatory time, sick leave, or leave without pay, for the purpose of assisting or caring for his minor children or the mother of his newborn child while she is incapacitated for maternity reasons.
- c. An employee who is not planning to return to work should submit her resignation at the expiration of her period of incapacitation or she may be separated at such earlier date as may be required for other reasons, e.g., expiration of appointment or reduction-in-force, for cause, or for similar reasons unrelated to the maternity absence.

SECTION 9. LAW ENFORCEMENT LEAVE:

- a. This section covers National Guard employees who, for the purpose of providing military aid to enforce the law, perform:
 - 1. Federal service under Sections 331, 332, 333, 3500, or 8500 or Title 10, USC, or other provisions of law, as applicable, or;

2. Full time military service for the state, the District of Columbia, or the Commonwealth of Puerto Rico.
- b. Law enforcement leave is authorized without loss or reduction of leave to which otherwise entitled, for the purpose of providing aid to enforce the law based upon 5 USC Section 6323.
- c. Eligible employees are entitled to law enforcement leave for not more than twenty-two (22) workdays in a calendar year. Excused absence will not be granted for performing such duty.
- d. Pay for military services performed while on law enforcement leave will not be less than the civilian pay the employee would earn during the same time period. Military pay and allowances, excluding travel and per diem allowance, shall be credited against the employee's civilian pay. If such credit is less than the employee's civilian pay, the employee will be paid the difference. If military pay and allowances exceeds the employees civilian pay, no civilian pay will be made, nor will a refund of the excess be required from the employee.

SECTION 10. EXCUSED ABSENCE:

- a. An excused absence is an absence from duty administratively authorized by the Employer without loss of pay or without charge to annual leave. The authority to grant excused absence is within the administrative discretion of the Employer. Excused absences are recorded as administrative leave.
- b. The Employer agrees to consider the following situations in granting an excused absence:
 1. **REGISTRATION AND VOTING.** Reasonable time should be granted without seriously interfering with operations, to register or vote in Federal, State, County, or municipal elections or in referendums on any civic matter in their community. Generally, employees are excused from duty to permit them to report for work 3 hours after the polls open or to leave work 3 hours before the polls close, whichever results in the lesser amount of time off.
 2. **FUNERALS.** Employees may be excused up to 4 hours in any one day while performing in state active duty status as pall bearers or firing squad members in funeral ceremonies for members, or former members, of the Armed Forces and National Guard.
 3. **BLOOD DONATIONS.** The employer and the Labor Organization recognize the importance and humanitarian need for community blood donors. Employees who volunteer as blood donors will be authorized four (4) hours of excused absence for recuperation following blood donation, not to exceed 6 times annually. In the case of platelet donation , another four (4) hours of excused absence will be authorized. The technician will obtain a blood donation verification that will be provided to the supervisor.

Emergency donations will be handled on a case by case basis by the appropriate supervisor. All blood donation leave requests must have supervisory approval prior to donation.

4. **BONE-MARROW/ORGAN DONATION:** An employee who is a bone-marrow donor is entitled to seven (7) days of paid administrative leave each calendar year to serve as a bone-marrow donor and thirty (30) days each calendar year to serve as an organ donor. The length of paid administrative leave period will be determined by the medical facility.
5. **VOLUNTEER FIRE FIGHTER.** An employee, who is a member of a community sponsored volunteer fire department, may be excused for short periods because of responding to an emergency, provided that:
 - a. The emergency occurred prior to the scheduled tour of duty of the employee.
 - b. Such excusals shall not exceed a total of 24 hours, per calendar year for each employee.
6. **CONTINUATION OF PAY, FEDERAL EMPLOYEES' COMPENSATION ACT.** When an employee sustains a traumatic job-related injury and files a claim under the Act (PL 93-416), the Employer is required to continue the employee's pay for the period of disability, not to exceed 45 calendar days. Continuation of pay is chargeable as administrative leave.
7. **TIME OFF AWARDS.** Excused absence granted as a result of a time off award will be administered in accordance with KYTPR 451, Chapter 1, paragraph 1-10.

SECTION 11. LEAVE WITHOUT PAY:

- a. Leave Without Pay (LWOP) is a temporary non pay status and absence from duty, which may be granted upon the employee's request. The employer agrees to consider LWOP upon the request of the employee for situations such as:
 1. Job related training/education which could be of benefit to the agency.
 2. Recovery from illness and/or disability.
 3. Personal/family emergencies.
 4. Temporary service to non-Federal public or private enterprise.
 5. Protect employee status and benefits during an initial decision by OPM.

6. Protect employee status and benefits during any period pending action by OWCP.
 7. To avoid a break in the continuity of service.
 8. To serve as an officer or employee of a Labor Organization representing Federal employees under section 7131 of Title 5, United States Code.
- b. The authorization of leave without pay is a matter of Employer administrative discretion. Employees cannot demand that they be granted leave without pay as a matter of right except:
1. To cover a disabled verteran's absence for medical treatment.
 2. To perform military duties not covered by paid leave.
 3. When receiving injury compensation under FECA.
 4. To cover absence under FMLA.
- c. Each request for leave without pay will be examined closely to assure that the value to the Government or the serious needs of the employee are sufficient to offset such costs and administrative inconveniences as:
1. Encumbrance of the position.
 2. Obligation to provide active employment at the end of LWOP.
 3. Eligibility for continued coverage without cost to individuals for up to one year of FEGLI Life Insurance.
- d. Supervisors may approve LWOP for up to 80 hours duration. A copy of the SF 71, or other authorization, will be furnished to the Human Resources Office for enclosure in the individual's Official Personnel Folder. Leave without pay in excess of 80 hours will be submitted on Standard Form 52 to the Human Resources Office through the supervisors for approval. Such requests will be endorsed by the individual's immediate supervisor indicating his/her recommendation. Requests will specify the inclusive dates, the number of hours requested and the reasons supporting the request.

SECTION 12. ABSENCE WITHOUT LEAVE (AWOL): Absence without leave is an absence from duty which is not authorized or for which a request for leave has been denied. The employee receives no pay for the period of the absence.

SECTION 13. VOLUNTARY LEAVE TRANSFER PROGRAM: The voluntary leave transfer program is a program to donate annual leave to another employee's leave account. Employees will be entitled to participate in the leave transfer program as prescribed by 5 USC Chapter 63, Subchapter III.

ARTICLE 17 – HOLIDAYS

SECTION 1. ENTITLEMENT: Employees shall be entitled to all holidays now prescribed by federal law and any that may be later added by federal law and all holidays that may be designated by Executive Order.

SECTION 2. ADMINISTRATION: When holiday work is necessary, management will determine what qualifications are required based on the mission requirements. Qualified volunteers for Holiday work may be sought before non-volunteers are assigned. When no volunteers or an inadequate number of volunteers are available, management will make selection(s) based on mission requirements.

SECTION 3. PREMIUM PAY: Premium pay for holiday work will be in accordance with Technician Personnel Manual 550.1 and TPR 990-2, B550.S1.

ARTICLE 18 – MERIT PROMOTIONS AND PLACEMENT

SECTION 1. POLICY:

- a. The purpose of this article is to ensure that all promotions for excepted and competitive employees and certain other placement actions to bargaining unit positions, are made on a merit basis by means of systematic and equitable procedures so that employees are afforded the opportunity to develop and advance to their full potential.
- b. The Employer agrees that all merit placement and promotion opportunities shall be accomplished on a fair and equitable basis from among the best qualified applicants.
- c. Merit promotion is but one means of filling vacancies. The Employer retains the right to fill positions by re promotion or by such methods as appointment, reinstatement, reassignment or transfer. No detail or reassignment will be made for the purpose of evading the objectives of merit promotion.

SECTION 2. EXCEPTIONS TO COMPETITION AND PRIORITY PLACEMENT: The following are exceptions in filling vacancies:

- a. Personnel Actions Exempt from competition:
 1. Promotion due to issuance of new classification standards or the correction of a classification error.

2. Placement of over graded employees entitled to grade retention as a result of RIF, reclassification, or management directed change-to-lower-grade.
 3. Promotion when competition was held earlier (i.e., position advertised with known promotion potential).
 4. Re promotion to a grade or an intervening grade or position from which an employee was demoted without personal cause and not at his or her request.
 5. Promotion resulting from an employee's position being reclassified at a higher grade because of additional duties and responsibilities.
 6. Position change to a position having no higher promotion potential.
 7. Position change required by RIF regulations.
 8. Temporary promotion of 120 days or less.
 9. Detail to higher graded position or to a position with known promotion potential for 120 days or less.
 10. Selection of a former employee from the Reemployment Priority List for a position at the same or lower grade than the one last held.
 11. Prior permanent DOD employee (excepted and competitive) who:
 - a. Was in tenure 1 at time of separation may be re employed to a position at the same or lower grade as the position from which separated.
 - b. Was in tenure 2, may be re employed without competition within 3 years of separation to a position at the same or lower grade as the position from which separated.
 12. Placement as a result of priority consideration when a candidate was not previously given proper consideration in a competitive action.
- b. Selection of Personnel Exempt from Competition:
1. Prior to announcing a position vacancy, the Human Resources Office will give consideration to filling the vacancy through those actions which are exempt for competition (paragraph 2 above).

2. Except for details, candidates selected to fill positions under this chapter must meet all qualification requirements for the position considered.

c. Priority Placement for employees under Grade Retention: The Human Resources Office will maintain a roster of all over graded employees entitled to grade retention as a result of reduction-in-force or reclassification action. These employees will be afforded priority placement as outlined below in positions for which they meet the employee and military qualifications. Prior to announcing a position vacancy, first consideration will be given to all over graded employees.

1. If a vacancy in an equal or intervening grade exists within the commuting area (45 miles) and it is a position for which the employee is both technically and militarily fully qualified, the employee will be offered the position. When there is more than one eligible employee in a grade retention status, the selection official will be given a Referral and Selection Register, from which to make a selection. The job application for candidate listed on the register will also be provided to the selecting official. The normal selection process indicated in Chapter 2, KYTPR 335 will be followed in processing the referrals. Grade and pay retention will be terminated when an employee refuses the offer of a position equal to the employee's retained grade and preserves the military rank of the employee. The employee must decline the offer in writing.
2. If such a vacancy exists and there are no over graded employees within the commuting area, the position will be offered to over graded employees outside the commuting area (45 miles) before the position is announced. When an employee refuses the offer of a position outside the commuting area, grade and pay retention will continue if otherwise eligible.
3. The over graded employee's name will be removed from the priority placement roster at the expiration of the two year grade retention period.

SECTION 3. AREAS OF CONSIDERATION: Minimum areas of consideration will be established by the Employer. The minimum areas may be established by organization, occupation, grade level or by any other means that will meet the employers need and afford employees adequate opportunities for advancement.

SECTION 4. QUALIFICATION STANDARDS:

- a. Excepted Service: Qualification standards for positions which require military membership are developed by the National Guard Bureau and the Human Resources Office.
- b. Competitive Service: The qualification standards established by the Office of Personnel Management Qualification Standards will be used in filling positions in the competitive service.

SECTION 5. VACANCY ANNOUNCEMENTS:

- a. Merit promotion opportunities will be advertised through the issuance of announcements within the area of consideration. Announcements will contain a summary description of duties and qualification requirements.
- b. Vacancy announcements will be posted for minimum of fifteen (15) calendar days. In the event the fifteen (15) calendar day posting time is not observed, for any reason, the Labor Organization may request HRO to extend the closing date of the announcement.

SECTION 6. RECEIPT OF APPLICATIONS:

- a. Position applications must be received by the Human Resources Office, 220 Hawkeegan Drive, Suite 2, Frankfort, KY not later than the closing date specified on the vacancy announcement. Applications received after such time and date will not be considered unless previously coordinated with and approved by HRO and be based upon extenuating circumstances beyond the control of the applicant.
- b. Employees who are on leave or temporary duty assignment are encouraged to call HRO to determine those position vacancies currently being announced. Upon request, the HRO will forward to such employees the position vacancy announcement and the forms necessary to make application for the position.

SECTION 7. REFERRAL AND SELECTION PROCEDURES:

- a. The **Human Resources Office** will determine basic eligibility and prepare the **REFERRAL AND SELECTION REGISTER** for forwarding to the selecting official.
- b. Placement materials related to placement actions will not be discussed with or shown to unauthorized personnel. This material will be hand carried or sent to the selecting official, in a sealed envelope, marked “**TO BE OPENED BY ADDRESSEE ONLY**” and will be returned to **HRO** in the same manner. Supervisors, personnel specialists, and individuals applying standards and ranking methods will not disclose the details of the their work to unauthorized personnel.
- c. The selecting official shall make his/her choice from among eligible and qualified candidates on the **REFERRAL AND SELECTION REGISTER** or reject all candidates and request HRO to re advertise the position.
- d. After authorized by **HRO**, the selecting official will notify the successful candidate selected for the position.

- e. Unsuccessful candidates will be notified of their non-selection by HRO.
- f. Grievances. An employee who believes that proper procedures were not followed in a particular placement action for which they were an applicant may present a grievance under applicable grievance procedures. A grievance will not be considered when it is based solely on non selection.

SECTION 8. RATING PANEL: Rating panels shall be established for the purpose of rating candidates for the position to be filled when there are more than ten (10) qualified applicants.

- a. The Human Resources Office will appoint a panel of three members to evaluate candidates.
- b. When a rating panel is necessary, it will be convened as a body, at a time and place as designated by the HRO.
- c. Evaluating and Ranking Applicants will be in accordance with existing law, rule and regulation.

SECTION 9. TEMPORARY PROMOTIONS: Temporary promotions are used to meet a situation requiring the temporary services of an employee in a higher graded position and will be administered as follows:

- a. Temporary promotion must be for one year or less; the Employer may extend the promotion for one additional year, in increments up to 5 years.
- b. Competitive procedures must be used when the promotion will last for more than 120 days (prior time served in detail to higher graded position or temporary promotion during the preceding 12 months is included when computing the period).
- c. A temporary promotion may be made permanent without further competition if competitive procedures were used originally, and all potential candidates were made aware that it could lead to a permanent position.
- d. A temporary promotion should not be used for the sole purpose of training or evaluation of an employee.

SECTION 10. TEMPORARY REASSIGNMENTS:

- a. Temporary reassignments are used to provide temporary staffing to accomplish essential work during:
 - (1) An employee's absence on approved extended leave.

- (2) An employee's absence at management's request.
- (3) The time an employee is absent due to military service, and it is expected he/she will exercise his/her restoration rights.
- b. A temporary reassignment may be more appropriate than a detail or other personnel action when it is expected the services will be needed for more than 120 days. Applicants must meet the qualification standards and military requirements prescribed for the position. A temporary reassignment may be for one year or less; the Employer may extend for one additional year.

SECTION 11. TERMINATION OF A TEMPORARY PROMOTION: The following procedure will be followed to return an employee from a temporary promotion to his or her former position:

- a. When it becomes necessary to return an employee to the position he/she held before receiving the temporary promotion, and personnel on temporary promotions in the same position are determined by the Employer to be equally qualified, then a seniority system will be utilized for said reduction.
- b. If two or more employees receive a temporary promotion on the same date and they are determined by the Employer to be equally qualified, then their seniority will be based on the effective date they were hired as an employee for employment with the Kentucky Army National Guard. The last employee hired as an employee will be the first employee to revert back to his/her former position.
- c. For purpose of this section, the effective date of a temporary promotion or the effective date of being hired as an employee for employment with the Kentucky Army National Guard, will be used to determine their seniority.

SECTION 12. EMPLOYEE FAMILIARITY: Employees should familiarize themselves with the operation of the promotion program and provide complete and accurate information needed for promotion consideration.

SECTION 13. ACTION DOCUMENT: Standard Form 52, **REQUEST FOR PERSONNEL ACTION**, is the basic document to be used by supervisors when requesting HRO to complete a specific action.

ARTICLE 19 – DETAIL OF EMPLOYEES

SECTION 1. DETAILS:

- a. Details are personnel actions assigning an employee to different position to meet temporary workload conditions and/or situations that cannot be met by normal personnel placement actions.
- b. Management acknowledges that the detail of employees out of their assigned position should be exercised in a judicious manner. Details will be kept within the shortest practicable time limits possible, and every effort will be made to rotate details among qualified employees to include volunteers, where possible. Details will not be to assign an employee to a position pending an excepted/competitive vacancy that would provide promotion opportunity or compromise merit promotion competitive procedures of for the purpose of providing training for later placement in the position.
- c. Details to a higher graded position will be limited to 30 calendar days or less. If there is a retirement for an employee to function in a higher graded position in excess of 30 calendar days, he/she will then be temporarily promoted.
- d. A separate Standard Form 52 will be prepared for the start and termination of all details and a copy submitted to the HRO for enclosure in individuals Official Personnel Folder.

ARTICLE 20 – POSITION DESCRIPTIONS AND CLASSIFICATION

SECTION 1. GENERAL: Employee's will be furnished a copy of their position description and any changes thereto. The position description and any changes thereto will contain all of the principal duties which may affect the classification, grade, title or series of the job. The description will not cover all job related minor duties (i.e. "other duties as assigned"). The term "other duties as assigned" as part of the position description is generally defined to mean duties reasonably related to the job/position. This does not preclude management from assigning unrelated additional duties. Duties contained in another position description will not be assigned as additional duties on a routine basis.

SECTION 2. CHANGES: Changes in a position description will be made available to, and discussed with the employee concerned. Supervisors will explain to employees the changes and give each employee an opportunity to resolve questions as to the adequacy and accuracy of duties and responsibilities in his/her position. The employee will be notified in advance when an action is to be taken which will have an adverse effect on pay or status.

SECTION 3. APPEALS: An employee has the right to appeal the classification of the position regarding grade, title, occupational series and coverage of the position under Federal Wage System or General System, to which he/she is officially assigned. An employee desiring to file a classification

appeal shall first discuss the matter with their supervisor. The Human Resources Office (HRO) shall advise and assist employees on procedural aspects of filing classification appeals. The employee may present the classification on appeal or may select a representative of his or her own choosing to assist in preparing the written appeal.

ARTICLE 21 – REDUCTION-IN-FORCE

SECTION 1. GENERAL: A reduction-in-force (RIF) occurs when an employee is released from his or her competitive level by separation, change to lower grade, furlough for more than 30 days or reassignment involving displacement of another employee. Such action may be due to a lack of work or funds, reorganization, transfer of functions or the need to place an employee exercising restoration rights.

- a. The following actions do not constitute a RIF:
 1. Separation of employees who fail to accompany a transfer of function.
 2. Management reassignment of an employee to a vacancy of the same grade or representative rate.
 3. Termination of temporary employees.
 4. Downgrades as a result of reclassifications.
 5. Termination of temporary promotions.
 6. Elimination of employees through disciplinary adverse action procedures or in accordance with TPM 430.
 7. Furlough of 30 days or less.

SECTION 2. POLICY:

- a. A RIF will be accomplished in accordance with the procedures outlined in TPR 351 and the specific terms of this article.
- b. The Employer will designate the specific area for RIF after consultation with the Labor Organization.
- c. The Employer agrees to consider all reasonable actions to avoid or minimize the impact of a RIF. Consideration will be given to curtailing recruitment or promotion in the geographical or specialty area affected by the RIF. Existing vacancies will be considered to retrain qualified

employees who would otherwise be separated. Every effort will be made, within budgetary restraints, to retrain employees affected by a RIF to prevent separation.

SECTION 3. EMPLOYER RESPONSIBILITY: The Employer agrees to:

- a. Notify the Labor Organization of an impending RIF. The Employer further agrees to provide a detailed explanation of the procedures which will be used for implementation of the RIF
- b. Provide briefings as appropriate to keep the employee work force informed.
- c. Assure the applicable regulations are available for review by management, the Labor Organization and Employees concerned.
- d. Develop an aggressive placement program for separated employees.
- e. A separate written notice will be given to each effected employee to be RIF'd at least 60 days prior to the effective date.

SECTION 4. COMPETITIVE AREA: A competitive area is the area designated by the Employer within which employees compete during a RIF and is described geographically, organizationally or a combination of both. The competitive area must be large enough to permit adequate competition among employees and yet be limited enough to be administratively manageable.

SECTION 5. COMPETITIVE LEVEL: A competitive level consists of all positions within a competitive area which are the same in grade, same type of service (dual status or non dual status), and are so much alike in qualification requirements, duties and responsibilities that the incumbent can be moved from one position to another without undue interruption to the work program. The establishment levels is the responsibility of the Human Resources Office (HRO). Management participation may be required for certain specialized positions.

- a. Separate competitive levels may be required within the same series and grade and within the same trade or occupation when differences exist that are significant in recruitment, training, or areas of assignment; for example, an electronics mechanic (radar) and electronics mechanic (power equipment).
- b. Positions may not be assigned to competitive levels on the basis of the sex of the incumbents, unless the jobs involve combat units where a woman could not be assigned militarily.
- c. A competitive level may consist of only one position when that position is not interchangeable or similar to other positions.

- d. Employees in positions requiring military membership will not be placed in the same competitive level as those not requiring military membership.
- e. Supervisory positions will not be placed in the same competitive level as non supervisory positions.

SECTION 6. ESTABLISHMENT OF RETENTION REGISTERS:

- a. The Employer will establish a retention register before releasing competing employees from their competitive level. The register will show the competing employees in descending order starting with the highest score first. The retention register documents any action being taken is maintained for every RIF action, even when the released employee occupies the only position in the competitive level.
- b. When a retention register is established, it will list all competing employees in descending order by tenure groups I, II, and III. The employee's correct tenure groups is shown in block 24, SF 50. Tenure groups are defined as follows:
 - 1. Tenure Group I.
 - a. Excepted Service: Includes permanent employees whose appointments carry no restriction or condition such as conditional, indefinite or specific time limitation, or trial period.
 - b. Competitive Service: Includes employees serving under career appointments who either have completed initial appointment probation or are not required to serve initial appointment probation.
 - 2. Tenure Group II.
 - a. Excepted Service: Includes employees who are serving probation or trial periods.
 - b. Competitive Service: Includes employees serving under career conditional appointments and employees serving probationary period for initial appointment to a competitive position.
 - 3. Tenure Group III.
 - a. Excepted Service: Includes employees whose tenure is indefinite; that is, without specific time limitation but not actually or potentially permanent.

- b. Competitive Service: Employees under temporary appointments pending establishments of registers (TAPER), employees under term appointments, employees in status quo appointments and under any other non status/non temporary appointments.
- c. Retention standing within each tenure group is established by using the following criteria:
 - (1) Employee performance appraisal score (0-100 points). Employees with an overall performance appraisal of unacceptable will be placed at the bottom of retention registers after tenure groups I and II are listed, regardless of the number of points they have. They may only compete with or displace other employees with unacceptable performance appraisal.
 - (2) Service computation date (SCD) for ties.
 - (3) Employee service date as an additional tie breaker, if needed.

SECTION 7. PERFORMANCE APPRAISAL:

- a. An employee's current three (3) official performance appraisal on file in the HRO on the date of RIF authorization signed by TAG or NGB is the appraisal that is used to determine his retention standing. Performance appraisals that were due on or before the date of issuance of RIF authorization, but were not officially approved until after the date of issuance of RIF authorization does not affect determination of the employee's retention standing.
- b. If a decision on an appealed performance appraisal is issued prior to the effective date of the reduction in force personnel action, the new appraisal will be used.

SECTION 8. RELEASE FROM COMPETITIVE LEVELS: When a RIF requires the release of one or more competing employees from a competitive level, all employees in group III are selected for release before any in groups I or II, and all in group II before any in group I. In each group, employees are selected for release in the order of their retention score, beginning with the lowest score.

SECTION 9. MINIMIZING THE EFFECTS OF RIF THRU EARLY RETIREMENT: Any employee may request early retirement under the following conditions:

- a. When OPM has determined that such action is a major RIF, major reorganization or a major transfer of function is about to occur.
- b. The employee is within the geographic area(s) or occupation(s) designated for RIF.

- c. During the limited time set by OPM.
- d. The employee must have served for at least one year under the Federal Retirement System within the two year period immediately preceding the separation upon which the annuity is based.
- e. The employee must have been on the agency rolls 30 calendar days before the date of the Adjutant General's request to OPM/NGB for the major RIF determination.
- f. The employee must meet either one of the following minimum requirements:
 - (1) Attainment of age 50 and completion of 20 years of creditable service, including 5 years of civilian service.
 - (2) Regardless of age, completion of 25 years of creditable service, including 5 years of civilian service.

SECTION 10. REDUCTION-IN-FORCE NOTICES:

- a. General Notice. When it cannot be determined what specific personnel actions will take place during a RIF, general notices may be issued. A general notice must be supplemented by a specific notice before an employee can be released from his competitive level.
- b. Specific Notice. Before releasing an employee from his competitive level, he must be given a specific notice that states clearly what action will be taken and the effective date of such action. The employee must receive the specific notice at least 60 calendar days before the date of release. A Saturday, Sunday, or legal holiday may not be counted as the last day of the period. Likewise, specific notices may not be issued or made effective during the period December 15 through January 3.
- c. Specific notice information. The following information, as applicable, is to be included when preparing a specific notice of reduction-in-force.
 - (1) Reason for the reduction-in-force.
 - (2) Specific action to take place (separation, furlough, offer of change to lower grade, etc.).
 - (3) Title, grade and salary of current position.
 - (4) Competitive area and competitive level designated.
 - (5) Service computation date, employee service date and retention rating.

- (6) The position title, grade, salary and location of any position offer or the reason why no offer can be made. Also, include the military grade requirements.
- (7) Reasons for any exceptions to retention order.
- (8) Effective date of proposed action (other than December 15 through January 3).
- (9) Where the employees may review retention registers and RIF regulations and the HRO personnel specialist to contact for information.
- (10) Appeal rights, how to file them and any time limits.
- (11) A clear explanation of the employee's grade and/or pay retention entitlements.
- (12) Severance pay eligibility.
- (13) Placement information and eligibility for reemployment priority list.
- (14) Discontinued service retirement eligibility.
- (15) A request for the employee to acknowledge receipt of the notice and to accept or decline any offer.

SECTION 11. OUTPLACEMENT: The following action must be taken when competitive employees or excepted employees who previously held competitive appointments and have career status are affected by reduction in force or a transfer of function:

- a. Register affected technicians in DOD Priority Placement Program
- b. If the employees wish assistance and there is an adjacent or nearby DOD installation, request the civilian personnel office of the installation to provide necessary counseling and registration assistance. (The registering DOD installation will maintain necessary records and will be the intermediary for any placement offers received). the geographic zone in which the displaced employees are located.
- c. If there is no adjacent or nearby DOD installation, contact the DOD Placement coordinator in will make necessary arrangements for counseling and registration assistance. DOD Manual 1400.20-1-M contains a listing of all placement coordinators in each geographic zone.
- c. Reemployment Priority List. A reemployment priority list must be maintained for tenure

groups I and II employees separated in a reduction-in-force. Upon receipt of a specific notice of separation, employees will be placed on this list, but only if they have not declined an offer that preserves a non temporary, full-time position in their present grade, step or equivalent salary. Employees will remain on this list for two years, unless they decline in writing, accept a full-time position or decline the offer of a full-time position in the Federal Government.

- d. Priority Placement. All employees entitled to grade retention as a result of reduction-in-force will be afforded priority placement for vacant positions. Such placement action will be in accordance with the procedures listed in Part III NATIONAL GUARD PLACEMENT PLAN FOR TECHNICIANS UNDER GRADE RETENTION {TPR 300 (335)}.

SECTION 12. APPEALS.

- a. Appeal. A competing employee may appeal to the Adjutant General when he has received a specific notice of reduction-in-force and he believes that the Employer incorrectly applied the provisions of TPR 351.
 - (1) An appeal may be submitted upon receipt of a specific notice, but no later than 30 calendar days before the effective date of the action.
 - (2) The appeal must be in writing and must identify the employee as follows:
 - Name.
 - SSAN.
 - Position title, grade and job number
 - Place of employment.
 - (3) The appeal must clearly state the reason the employee believes that action affecting him is inappropriate and must show that the Employer failed to comply with the RIF procedures outlined in TPR 351. For example, insufficient notice, improper tenure grouping and errors in service computation date.
- b. Extension of time limit. The Adjutant General may extend the appeal time limit with the employee indicates that he was not notified of a time limit and otherwise was not aware of it, or that circumstances beyond his control prevented him from appealing within the time limit.
- c. Decision on appeal. The Adjutant General will issue a written decision and where applicable, direct the HRO to take any necessary corrective action. A copy of the decision stating what corrective action will be taken is the forwarded to the employee. The decision of the Adjutant General is final, and there is no further right of appeal.

- d. Corrective action. The decision of the Adjutant General may require the HRO to take corrective action as follows:
 - (1) Correct the retention register.
 - (2) Correct the employee's specific notice.
 - (3) Restore the employee to his former grade or pay level or one of like seniority, status and pay when the employee was reduced or separated improperly.
 - (4) Reimburse the employee for all pay lost as a result of any improper RIF action.
- e. When an employee's appeal uncovers an error that does not change the outcome of the RIF, the Adjutant General will correct the error without requiring restoration or recall of the employee or employees involved.

ARTICLE 22 – TRAINING

SECTION 1. GENERAL:

- a. It is expected that employees are basically qualified to perform their duties as a prerequisite to employment and the Employer and Labor Organization recognize the need for additional periodic training.
- b. The Employer is responsible for training programs that may be required to improve the efficiency of the Kentucky Army National Guard employee work force.
- c. The Employee is required to attend job related Priority I and II training as determined in Section 2.

SECTION 2. TRAINING PRIORITIES: Training needs will be met and identified on a priority basis as follows:

- a. Priority I – Training that must be accomplished to prevent an adverse impact on the mission and as directed by the National Guard Bureau.
- b. Priority II – Training that is required to provide for systematic replacement of skilled employees who will leave the employee work force, and if deferred beyond the training cycle, would have an adverse effect on mission accomplishment.

- c. Priority III – Training that is required for an employee who is performing at an adequate level of competence but will increase efficiency and productivity and has minimal effect on the mission.

SECTION 3. STATUS AT SCHOOL: Employees attending school for the purpose of acquiring or maintaining a skill or proficiency required in the performance of employee duties will attend such school in an employee status. Employees will comply with the rules, regulations, directives, and policies of the school.

SECTION 4. IDENTIFYING NEEDS: The Employer, through the supervisor, will determine the training needs of employees and be responsible for identifying the resources needed to satisfy training requirements. The Employer agrees to consider the training recommendations of the Labor Organization.

SECTION 5. ADMINISTRATION: The Human Resources Office will administer training and career development programs in accordance with the provisions of Technician Personnel Regulation (TPR) 400.

ARTICLE 23 – DUES WITHHOLDING

SECTION 1. ELIGIBILITY: The Employer agrees that employees of the bargaining unit may authorize the payment of their dues to the Association of Civilian Technicians through payroll withholding by the Defense Civilian Pay System (DCPS). Employees who are excluded from the bargaining unit are not eligible for payroll withholding.

SECTION 2. SCOPE: Employees have the right to make a volunteer allotment from their pay for the payment of dues to the Labor Organization, as well as the right to revoke such allotment, if they so desire.

SECTION 3. ADMINISTRATION: Where such allotment has been made by an employee, dues will be withheld from his/her pay each pay period except that no dues will be withheld for any pay period in which the net salary wages, after other legal and required deductions, is insufficient to cover the amount of the allotment for dues.

SECTION 4. PROCEDURES:

- a. The Labor Organization is responsible for procuring the prescribed allotment Form (Standard Form 1187); distributing the Form to its members; certifying as to the percent of dues; and mailing completed and accurate Form to HRO for verification. These actions are considered to be internal Labor Organization business and will be conducted during non duty hours.
- b. Upon verification by HRO, the SF Form 1187's will be mailed/forwarded to the USPFO for final processing. Normally, dues withholding will begin not later than one pay period after receipt of verified SF 1187's by the USPFO.

SECTION 5. TERMINATION: An allotment shall be terminated when: the employee leaves the bargaining unit as a result of any type separation, transfer, promotion/temporary promotion/detail to a supervisors position; upon loss of exclusive recognition by the Labor Organization; when the provisions providing for dues withholding are suspended or terminated by an appropriate authority outside the Department of Defense; or when the employee is suspended or expelled from the Labor Organization.

SECTION 6. ASSOCIATION NOTIFICATION: The Labor Organization president shall promptly notify the HRO and USPDFO when a member, who has authorized due withholding, is suspended or expelled from the Labor Organization.

SECTION 7. REVOCATION: Employees have the option of dues revocation as follows:

- a. Individuals will submit the completed revocation Form, SF 1188 to the Human Resources Office. A copy of the standard Form shall be forwarded by the HRO to the Labor Organization after receipt of the signed Form from the employee.
- b. New dues paying bargaining unit members have the option of dues revocation twelve (12) months after their initial allocation. All dues revocation forms must be received by the HRO not later than the end of the 12th month after their initial allotment became effective. Dues revocation shall become effective the first anniversary date, revocation may only be made in accordance with paragraph (c) below.
- c. The first day of March shall be the annual dues revocation date established by this agreement. All dues revocation forms must be received by the Human Resources Office not later than 15 February. Dues revocation shall become effective the first full pay period in March.

SECTION 8. GOVERNING DIRECTIVE: The United States Property and Fiscal Office will process and administer dues withholding allotments as prescribed by Army Accounting and Finance directives and this agreement.

SECTION 9. DUES DEDUCTION LISTING:

- a. A "Dues Deduction Listing" will be provided the Labor Organization President by the Defense Civilian Pay System for each payroll period in which dues were withheld. The remittance check for the dues withheld will be forwarded by the Employer's Disbursing Station to the national office of the Association of Civilian Technicians.
- b. The "Dues Deduction Listing" will be "For Official Use Only" and treated in confidence by both parties.

- c. The Labor Organization will be promptly notified of any request for a copy of the “Dues Deduction Listing” and by whom.

ARTICLE 24 – EMPLOYEE ASSISTANCE PROGRAM (EAP)

SECTION 1. POLICY:

- a. The Employer and the Labor Organization recognize alcoholism and drug abuse as treatable health problems. Although particular emphasis will be given to those employees with health problems related to alcohol and drug abuse that may affect an employees work performance, an employee will not be excluded from seeking or receiving assistance for other personal problems such as financial difficulties, legal, family or other problems that may affect job performance.
- b. Employees having illnesses related to drug and alcohol abuse will receive the same careful consideration and offer of assistance that is presently extended to employees having any other illness or health related problem.
- c. Sick leave is authorized for the purpose of treatment or rehabilitation as in any other illness or health problem.
- d. The confidential nature of medical records of employees with drinking or drug related problems will be maintained as provided by law in implementing regulations.

SECTION 2. PROGRAM RESPONSIBILITY:

- a. The Employer will establish a Employee Assistance Program and appoint a Employee Assistance Program Coordinator (EAPC). Technician Personnel Regulation (TPR) 792-2 as supplemented by Kentucky National Guard Regulation 690-792 will be the governing regulation for employee assistance in the Kentucky Army National Guard.
- b. The program will provide for referral of employees to resources outside the Kentucky Army National Guard for treatment and treatment follow-up. In addition, employees may avail themselves of the program services on their own initiative.
- c. Rehabilitation expenses are the responsibility of the employee. As with other illnesses, certain specified costs may be reimbursable under applicable Federal Employees Health Benefits (FEHB) programs or other individual medical insurance plans in which the employee may be a participant.

SECTION 3. PERSONNEL ACTIONS:

- a. An employee's job security or promotional opportunities will not be jeopardized by requesting counseling or referral assistance through EAP.
- b. Employees having a drug abuse or alcoholism problem will be dealt with by use of non-disciplinary procedures. However, if the employee refuses to accept assistance or seek counseling through the program and their job performance or conduct is found to be unacceptable, appropriate corrective action will be taken.

ARTICLE 25 – PERFORMANCE APPRAISALS

SECTION 1. POLICY:

- a. This Article addresses the employee performance appraisal system as it applies to bargaining unit members.
- b. Responsibilities and procedures for seeking adjustment to a performance appraisal and performance standards will be accomplished in accordance with TPR 430 and the provisions of this agreement.
- c. Performance appraisals shall be administered under the provisions of TPR 430 as modified by this Article.

SECTION 2. RESPONSIBILITIES:

- a. Supervisors will:
 - 1. Meet with each subordinate employee to receive their views in establishing performance standards and critical elements of their position.
 - 2. Meet periodically with their subordinates to provide an evaluation of their performance as compared to the established performance standards for their position. All counseling sessions shall be recorded on the employee's NGB Form 904-1.
 - 3. Use only the established performance standards to appraise employee performance.
 - 4. Appraisals will not be back dated. If an appraisal cannot be performed on time the employee will be notified by the supervisor. The appraisal will then be dated when it is actually received and signed.
- b. Employees will:

1. Participate in and provide input in the development of performance standards and critical job elements for their position.
2. Advise their supervisor when there is a need to revise performance standards and critical elements at any time during the appraisal period.

SECTION 3. PROCEDURES:

- a. All performance standards and job elements will be objective and job related and consistent with the position description.
- b. Employees will be periodically informed as to how their performance compares to the established performance standards.
- c. Supervisors must be aware of the performance of assigned employees and periodically communicate perceived performance. When a decline in performance is observed, the supervisor will counsel the technician. The specific subject discussed will be entered on NGB Form 904-1 and the employee will be given an opportunity to initial the Form and respond in writing.
- d. Employees will be counseled by their supervisors at least once during the middle of the appraisal period as to their performance. Such counseling will be recorded on the NGB Form 904-1 and the employee will be given the opportunity to initial the Form.
- e. When an employee, serving under the same standard and supervisor, receives an overall rating, other than unacceptable which is lower than the previous rating, the supervisor of the employee will identify the reason's which resulted in awarding the lower rating.
- f. Supervisors are encouraged to submit for recognition, through the employees incentive awards program (TPR 451), those employee's who achieve an EXCELLENT or OUTSTANDING performance rating.
- g. It is recognized that training is a valuable means of assisting the employee for improving performance. Counseling sessions between supervisors and employees may result in the identification of specific training needs. Recommendations for training should not be limited to less than the fully acceptable performer, but may be made available to assist an employee to achieve a higher level of job performance and proficiency, This training may be remedial or developmental in it's application.

ARTICLE 26 – FACILITIES AND EMPLOYER SERVICES

SECTION 1. FACILITY USE:

a. Telephone Use and Listings

- (1) Labor Organization officers and authorized the use of Employer telephones on a non-interference basis for conducting labor-management business provided no DSN or commercial long distance calls are made (except collect or credit card).
- (2) Labor Organization officials (Officers and stewards) of the Longrifle Chapter ACT will be listed in the Boone Center Telephone Directory. The Labor Organization is responsible for providing listing data to the Director of Information Management for inclusion in the directory.
- (3) The Labor Organization is responsible for all costs associated with obtaining phone service for office space. This includes, but is not limited to, wiring, phone jacks and phones.

b. Space Authorization

- (1) Office. The employer will provide the Labor Organization with office spaces. The offices shall be:
 - a. For use by the Chapter President at his/her work location.
 - b. The above office space shall be of adequate space and have appropriate lighting and environmental controls.
- (2) Furniture. Management agrees to provide the union office with furniture equivalent to management's own furnishings. Each office space shall contain the following: 2 desks, 3 file cabinets, 2 rotary chairs, 7 chairs, computer data line, class A phone with DSN capability where available and 2 speaker phones.
- (3) Upon request to the Building Manager, a classroom area will be made available to the Labor Organization for membership meeting. Requests will be approved unless there is a conflict with a previously scheduled commitment or if factors exist beyond the control of the Employer.

c. Labor Organization Bulletin Board

- (1) The Labor Organization is authorized to erect dedicated 4' x 4' (Max) bulletin boards that conform to presently erected boards/décor at locations mutually agreed to by the Labor

Organization and building manager. Bulletin boards may be placed in all buildings in which 3 or more bargaining unit members are employed. Bulletin boards will be purchased at the expense of the Labor Organization.

- (2) These bulletin boards will be the exclusive posting area for all Labor Organization notices/materials.

SECTION 2. EMPLOYER SERVICES:

a. Health Plan Presentations:

- (1) During the health benefit “open season”, the Employer agrees to invite to Boone Center, representatives of those major insurers offering health plan coverage, so as to afford employees the opportunity to review and compare the provisions of each plan.
- (2) This service will be provided to the extent possible, with the dates and times to be established and announced by the Employer.

b. Annual Listing of unit members:

- (1) The HRO will provide the Labor Organization with an annual listing of the names and work locations of all employees within the collective bargaining unit.
- (2) The listing will be provided in June each year.

c. HRO Bulletin: Notices of Labor Organization meetings, social events and listings of officers and stewards are authorized for publications in the HRO Bulletin. Pertinent data for publication will be submitted to the HRO. The Labor Organization will be placed on distribution for one copy of the bulletin.

d. Publication/Library Access:

- (1) Upon request and approval by the responsible custodian, the Labor Organization officers and stewards are authorized access to the publication libraries maintained by the HRO. In the event a request must be denied, permission will subsequently be granted as soon as possible.
- (2) The Labor Organization will be provided a complete set of technicians regulations published by the HRO and will be provided changes/updates.
- (3) The employer agrees to allow the Labor Organization use of existing copier equipment in accordance with written policy. The Labor Organization will provide their own paper.

ARTICLE 27 – MISCELLANEOUS

SECTION 1. DISTRIBUTION: The Labor Organization is allowed to use the internal distribution system for communications to and from HRO and its offices and stewards. This does not include metered mail.

SECTION 2. LABOR ORGANIZATION AWARDS: The Labor Organization will be given time at one annual event to present Labor Organization awards as deemed appropriate by the HRO.

SECTION 3. MEDICAL TESTS: Employees will be permitted to obtain copies of medical tests associated with their employment.

SECTION 4. RADIOS: The Employer agrees to allow the playing of a radio in work areas, i.e., shops, warehouse, and offices, with discretion, as long as it is played in such a manner as not to disturb work or cause a noise disturbance.

SECTION 5. COVERALLS:

- a. Employees engaged in duties that require handling or working with materials that cause permanent stains to work clothes are authorized coveralls IAW Table 4, CTA 50-900.
- b. Coveralls will be issued in accordance with Memorandum KG-DOL (710), dated 7 August 2001. O.D. green coveralls will be issued until current supply is exhausted, camouflage coveralls will be issued thereafter. Coveralls will be made available to all technicians as authorized under Table 4, CTA 50-900.

SECTION 6. COPIES OF AGREEMENT:

- a. The employer will furnish 250 copies of this contract to the Labor Organization. (Printing to occur approximately 30 days after the effective date of the agreement.) Additional copies will be provided to the Labor Organization by the employer, provided the Labor Organization furnishes paper for the employer to print the additional copies. The Labor Organization will distribute copies of this agreement to the bargaining unit members. Any amendments or additions to this agreement will be provided for in the same manner.
- b. The employer will furnish a copy of this agreement to each new employee subsequently hired.

SECTION 7. SAFETY FOOTWEAR

- a. The intent of this agreement is to:
 - (1) Promote and enhance the safety, comfort, health and wellness of all employees whose

position requires them to wear safety footwear.

(2) Improve mission accomplishment by providing a more comfortable work environment.

- b. The parties do not intend to alter the appearance of the military uniform or relax militarily prescribed uniform standards.
- c. Full time support personnel who by the nature of their full time duty position are authorized safety footwear, will be issued the Bates boot (with leather sides) or an appropriate substitute if this is determined to be within legal guidelines.

SECTION 8. UNIFORMS

- a. Uniforms will be made available to all technicians as authorized under CTA 50-900.
- b. If CTA 50-900 is changed to accommodate an additional number of uniforms beyond what are currently authorized, or a court of competent jurisdiction makes that or the same determination, then the parties shall meet at the request of the Labor Organization. Management shall have fifteen (15) working days from the date of receipt to respond to the Labor Organization with a proposed location and date to meet to discuss this issue. The proposed date to meet to discuss this issue shall be no more than thirty (30) working days after the original receipt of the Labor Organizations request to negotiate. Any language agreed to will be contained in a Memorandum Of Understanding between the parties. Any time frame may be adjusted with the mutual consent of the parties.

SPECIAL NOTE: For Information Only: Name tags, required patches and sewing are authorized by AR 670-1.

ARTICLE 28- HAZARDOUS DUTY PAY/ENVIRONMENTAL DIFFERENTIAL PAY

SECTION 1. PURPOSE

Purpose: The purpose of this article is to make technicians aware that Hazardous Duty Pay (HDP) and Environmental Differential Pay (EDP) may be available in certain circumstances to technicians employed by the Kentucky National Guard. Specific procedures and guidelines are as outlined in KyTPR 11.

ARTICLE 29 – DURATION AND TERMS OF AGREEMENT

SECTION 1. TERM: This agreement will take effect upon the date of Department of Defense approval or as otherwise provided by PL 95-454 and shall remain in full force and effect for three (3) years from such date.

SECTION 2. ENTIRE AGREEMENT: This contract contains the entire agreement between the parties and cannot be renegotiated or reopened except as provided herein.

SECTION 3. LOSS OF EXCLUSIVE RECOGNITION: This agreement shall terminate at any time that it is determined that the Labor Organization is no longer entitled to exclusive recognition under PL 95-454.

SECTION 4. REQUIREMENTS OF LAW: It is understood that if a particular provision of this agreement is subsequently found to be contrary to the authorities, such provision of this agreement shall be deemed void and unenforceable. In such event, the parties agree to meet within fifteen (15) calendar days to determine whether or not negotiations are appropriate. Any resulting changes or amendments whatsoever must be approved by the Department of Defense.

SECTION 5. AGREEMENT AMENDMENTS:

- a. Eighteen months after the effective date of this agreement, either party to this agreement may submit two articles of the present contract for negotiation for the purpose of correcting this agreement.
- b. Either party must serve notice sixty calendar days prior to the midpoint of this agreement of their desire to negotiate.
- c. The proposed article changes to this agreement by either party shall be in writing, setting forth the need and/or reason for the proposed change.
- d. Representatives of the Employer and Labor Organization will meet within thirty (3) calendar days to commence negotiations of the proposed amendment unless a later date is mutually agreed upon.

SECTION 6. NOTICE TO MODIFY AGREEMENT: Either party to this agreement may give written notice to the other not more than one hundred five (105) calendar days nor less than sixty (60) calendar days prior to the expiration date of this agreement, of its desire to modify this agreement. In the event such notice is given, the parties shall meet to negotiate ground rules not later than thirty (30) calendar days after receipt of notice. This agreement may be extended by mutual agreement, beyond its original expiration date and only in this event will remain in full-force and effect until a new agreement is executed or upon expiration of the extension, whichever is sooner.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement on this _12th_ day of March, 2003.

EMPLOYER:

LABOR ORGANIZATION:

D. ALLEN YOUNGMAN
Major General, KYNG
Adjutant General of Kentucky

MICHAEL L. HOOK
President, Longrifle Chapter
Association of Civilian Technicians

APPROVED:
FOR THE SECRETARY OF DEFENSE

DEPARTMENT OF DEFENSE

IN WITNESS WHEREOF, the parties hereto have entered into this agreement on this _12th_ day of March, 2003.

EMPLOYER:



D. ALLEN YOUNGMAN
Major General, KYNG
Adjutant General of Kentucky

LABOR ORGANIZATION:



MICHAEL L. HOOK
President, Longrifle Chapter
Association of Civilian Technicians

**APPROVED:
FOR THE SECRETARY OF DEFENSE**

DEPARTMENT OF DEFENSE



DEPARTMENT OF DEFENSE
CIVILIAN PERSONNEL MANAGEMENT SERVICE
1400 KEY BOULEVARD
ARLINGTON, VA 22209-5144

08 APR 2003

MEMORANDUM FOR THE ADJUTANT GENERAL, KENTUCKY NATIONAL
GUARD, HUMAN RESOURCES OFFICE, ATTN: 1 LT
ROBERT L. GEARY, JR., SUITE 2, 220 HAWKEEGAN DR.,
FRANKFORT, KY, 40601

SUBJECT: Agreement Between The Adjutant General, Kentucky National Guard
and the Association of Civilian Technicians, Longrifle Chapter (LAIRS
No. 080490)

The subject agreement, executed on March 12, 2003, has been reviewed pursuant to
5 U.S.C. § 7114(c). The agreement is approved this date.

The approval of this agreement does not constitute a waiver of or exception to any
existing law, rule, regulation or published policy.

This action is taken under authority delegated by DoD 1400.25-M, Civilian Personnel
Manual, Subchapter 711, Labor-Management Relations. Please annotate the agreement
to indicate: Approved by the Department of Defense on 08 APR 2003

Copies of the approved agreement should be forwarded as follows:

- a. Defense Civilian Personnel Management Service (DCPMS), Field Advisory
Services Division, Labor Relations Branch, 1400 Key Boulevard, Suite B-200,
Arlington, Virginia 22209-5144- email one copy to labor.relations@cpms.osd.mil
and one copy of a completed OPM Form 913-B (attached).
- b. National Guard Bureau, ATTN: NGB-HRL, 1411 Jefferson Davis Highway, Suite
9100, Arlington, VA 22202-3231 – one copy.

Congratulations on the successful negotiation of this agreement. If there are any
questions concerning the agreement, Mr. Lee Alner can be reached on DSN 426-6301 or
commercial (703) 696-6301, extension 407.

A copy of this memo was served on the union by first class mail on 08 APR 2003 .


Chief, Field Advisory Services Division

Attachment:
As stated